

61. Defendants MCI and ONVOY falsely and fraudulently concealed and caused others to conceal materials facts, including that: (a) MCI was the long distance carrier responsible for completing and paying the high terminating access costs on the foregoing calls; and (b) that a large portion of the foregoing calls originated in the United States.

62. Defendants MCI and ONVOY knew and had reason to know that these representations and omissions of material fact were not true, were deceptive, and aided in the deception.

63. Defendants MCI and ONVOY made and caused others to make representations and to engage in deceptive conduct knowingly, intentionally, and recklessly, and with the intention of inducing AT&T to bear the U.S. access charges on the MCI customer calls sent over the bilateral AT&T-Bell Canada facilities. Indeed, defendants MCI and ONVOY knew and had reason to know that AT&T would bear the terminating access charges on any traffic AT&T received from Canada. Defendants specifically agreed to act to ensure that at least a substantial portion of MCI traffic from the U.S. would be routed to AT&T and not MCI, so as to cause AT&T to bear the U.S. access charges on the MCI customer calls sent over the bilateral AT&T-Bell Canada facilities.

64. Defendants MCI and ONVOY knowingly, intentionally and recklessly acted to create false and fraudulent representations and appearances upon which defendants intended AT&T to rely.

65. AT&T reasonably relied upon the truth of the representations and appearances that defendants MCI and ONVOY created, and but for these statements, omissions, and deceptions, AT&T would not have borne the U.S. access charges on the MCI's customer calls sent over the bilateral AT&T-Bell Canada facilities.

66. Beginning at the latest in or about July 2001 and continuing through the present, AT&T bore the U.S. access charges on MCI's customer calls sent over the bilateral AT&T-Bell Canada facilities.

67. Defendants MCI and ONVOY knew or had reason to know that their actions would and did cause AT&T severe financial injury.

WHEREFORE, AT&T hereby demands judgment against defendants MCI and ONVOY, including the following relief for damages incurred and suffered on and after July 21, 2002:

- (a) Money damages to be proven at trial, but not less than \$10 million;
- (b) Punitive damages;
- (c) All costs and attorney's fees AT&T incurred;
- (d) Injunctive relief enjoining defendants from continuing their scheme to shift MCI's access costs from MCI onto AT&T; and
- (e) Such further relief as this Court deems appropriate and just.

COUNT TWO

Racketeering Conspiracy

(Against both Defendants)

68. AT&T restates and realleges the preceding paragraphs as if fully stated herein.

69. At all times material herein:

- a. MCI was a person as the term "person" is defined in Title 18, United States Code, Section 1961(3), engaged in, and the activities of which affected, interstate and foreign commerce.

- b. MCI was an enterprise as the term "enterprise" is defined in Title 18, United States Code, Section 1961(4), which was engaged in, and the activities of which affected, interstate and foreign commerce.
- c. ONVOY was a person as the term "person" is defined in Title 18, United States Code, Section 1961(3), engaged in, and the activities of which affected, interstate and foreign commerce.
- d. ONVOY was also associated in fact with MCI.

70. Beginning in and about 1995 and continuing at least until the filing of this Complaint, in the Eastern District of Virginia and elsewhere,

MCI and

ONVOY,

defendants herein, each being a "person" as that term is defined in Title 18, United States Code, Section 1961(3), did knowingly conspire and agree with each other and with others, known and unknown, including Athena, Hertz Technologies, FBN America, other intermediaries, and JOHN DOES 1-20, to cause MCI knowingly to receive income derived, directly and indirectly, from a pattern of racketeering activity, as that term is defined in Title 18, United States Code, Section 1961(5), and to use, directly and indirectly, some or all of that income and the proceeds of that income in the operation of defendant MCI, an "enterprise" as that term is defined in Title 18, United States Code, Section 1961(4), engaged in and whose activities affected interstate and foreign commerce. The foregoing pattern of racketeering activity consisted of the various racketeering acts set forth in Count Three of this Complaint, which acts are realleged here.

71. It was a part of the conspiracy that from 1995 to the present, defendant MCI combined, conspired and agreed with other telecommunications companies, including but not

limited to defendant ONVOY, to employ a variety of practices designed to deceive and trick AT&T into paying MCI's operating costs for millions of minutes of calls MCI's customers placed over MCI's network, i.e., the terminating access charges associated with those calls.

72. It was further a part of the conspiracy that defendant MCI combined, conspired and agreed with other telecommunications companies, including but not limited to defendant ONVOY, repeatedly to route and cause to be routed millions of minutes of calls onto AT&T's network utilizing a variety of practices and strategies designed to deceive AT&T into treating those calls as if they had legitimately entered onto AT&T's network, thereby causing AT&T to incur substantial expense that MCI would have incurred but for the deception.

73. It was further a part of the conspiracy that from 1995 to the present, MCI repeatedly segregated millions of minutes of calls MCI's United States customers placed over MCI's network to customers of U.S. ICOs that charged high terminating access fees, and thereafter, instead of completing the calls, MCI routed the calls to a variety of third-party telecommunications companies, including but not limited to defendant ONVOY, with the intention of sending the calls on, eventually to be delivered onto AT&T's network in a manner designed to conceal the origin of the calls for the purpose of deceiving AT&T into incurring the high termination fee instead of MCI.

74. It was further a part of the conspiracy that defendants MCI and ONVOY combined and conspired to cause AT&T to pay false and fraudulent terminating access fees to defendant MCI for numerous calls, which fees would neither have existed nor have been paid by AT&T but for the scheme of defendants MCI and ONVOY. When certain long distance calls came onto defendant MCI's network destined for a local exchange that defendant MCI owned and operated, defendant MCI failed to deliver those calls and instead with the agreement and

assistance of defendant ONVOY caused those calls to be routed onto AT&T's network via Canada. When AT&T received these calls from Bell Canada, AT&T was deceived into treating the calls as having come onto its network legitimately and accordingly delivered the calls to defendant MCI's local exchange and dutifully paid MCI the terminating access fee. There is no legitimate reason for these calls ever to have left defendant MCI's network.

75. Upon information and belief, it was further a part of the conspiracy that the third party telecommunication companies with which MCI worked directly, including but not limited to defendant ONVOY, knew and reasonably should have known that the purpose and effect of the routing scheme would be and was to deceive AT&T into incurring the termination fees instead of MCI.

76. It was further a part of the conspiracy that defendants MCI and ONVOY knew and reasonably should have known that, by deceptively causing AT&T to incur operating costs that but for the fraud defendant MCI would have incurred, defendants MCI and ONVOY were causing defendant MCI to receive income and use it in the operation of an enterprise, to wit, MCI, a corporation, engaged in interstate and foreign commerce.

77. It was further a part of the conspiracy that defendants MCI and ONVOY knew and reasonably should have known that by deceptively causing AT&T to pay defendant MCI terminating access fees that but for the fraud AT&T would never have incurred, defendants MCI and ONVOY were causing defendant MCI to receive income and use it in the operation of an enterprise, to wit, a corporation, engaged in interstate and foreign commerce.

78. It was further a part of the conspiracy that each time AT&T uncovered and shut down one of defendant MCI's deceptive routing schemes, defendant MCI would and did combine, conspire, and agree with a third party telecommunication firm, one of which was

defendant ONVOY, to utilize a new and different approach to accomplish the same illicit end, that is, to deceive AT&T into paying MCI's terminating access costs.

79. It was further a part of the conspiracy that defendants MCI and ONVOY would and did misrepresent, conceal and hide, and did cause to be misrepresented, concealed and hidden, acts done in furtherance of the conspiracy and the purpose of those acts, which acts include those set forth elsewhere in this Complaint.

80. As a direct and proximate result of the foregoing violation of 18 U.S.C. §§ 1962(d), by defendants MCI, ONVOY, and JOHN DOES 1-20, AT&T has suffered substantial damages to its business and property.

81. As a consequence of this injury to AT&T's business or property, AT&T is entitled to recover threefold the damages it has sustained and the cost of this suit, including reasonable attorneys' fees.

WHEREFORE, AT&T hereby demands judgment against defendants MCI and ONVOY, including the following relief for damages incurred and suffered on and after July 21, 2002:

- (a) Money damages to be proven at trial, but not less than \$10 million;
- (b) Treble damages;
- (c) All costs and attorney's fees AT&T incurred;
- (d) Injunctive relief enjoining defendants from continuing their scheme to shift MCI's access costs from MCI onto AT&T; and
- (e) Such further relief as this Court deems appropriate and just.

COUNT THREE

Substantive Racketeering

(Against Defendant MCI)

82. AT&T restates and realleges the preceding paragraphs as if fully stated herein.

83. Beginning in and about 1995 and continuing at least until the filing of this Complaint, in the Eastern District of Virginia and elsewhere,

MCI,

defendant herein, being a “person” as that term is defined in Title 18, United States Code, Section 1961(3), did knowingly receive income derived, directly and indirectly, from a pattern of racketeering activity, as that term is defined in Title 18, United States Code, Section 1961(5), and did use, directly and indirectly, some or all of that income and the proceeds of that income in the operation of defendant MCI, an “enterprise” as that term is defined in Title 18, United States Code, Section 1961(4), engaged in and whose activities affected interstate and foreign commerce.

84. The racketeering activity from which defendant MCI received and used *income in violation of 18 U.S.C. §§ 1962(a)* was facilitated by use of the instrumentalities of interstate and foreign commerce, including without limitation the use of wire communications, such as telephone and facsimile, and the U.S. mail, which racketeering activity consisted of:

- i) multiple acts of mail fraud committed by defendants MCI, ONVOY, and JOHN DOES 1-20 as well as others known and unknown in violation of the federal mail fraud statute, Title 18, United States Code, Section 1341; and

- ii) multiple acts of wire fraud committed by defendants MCI, ONVOY, and JOHN DOES 1-20 as well as others known and unknown in violation of the federal wire fraud statute, Title 18, United States Code, Section 1343.

Specifically, defendant MCI engaged in a pattern of racketeering activity consisting of at least the following acts:

Racketeering Act No. 1

**1997 Routing Scheme
Involving Third-Party Telecommunications Carrier
FBN America of Coplay, PA**

85. In or about 1997, defendant MCI combined with FBN America, Inc. ("FBN America") of Coplay, Pennsylvania, to employ a variety of practices designed to deceive and trick AT&T into paying MCI's operating costs for millions of minutes of calls MCI's customers placed over MCI's network, i.e., the terminating access charges associated with those calls.

86. On information and belief, FBN America was a long-distance telephone service reseller that had developed a market niche terminating traffic to rural areas (i.e., high terminating access cost areas). To do this, FBN America utilized its own switch, which it leased through an arrangement with Ironton Telephone Company in Coplay, Pennsylvania ("Ironton"). On information and belief, FBN America obtained long-distance telephone service through contracts with one or more long distance resellers, who, in turn, obtained service pursuant to contracts with, among others, AT&T.

87. Defendant MCI and FBN America deceived AT&T into paying defendant MCI's operating costs, that is, the terminating access charges for millions of minutes of defendant MCI's customer calls, by routing and causing the routing of millions of minutes of calls onto AT&T's network utilizing a variety of practices and strategies designed to deceive

AT&T into treating those calls as if they had legitimately entered onto AT&T's network, thereby causing AT&T to incur substantial expenses that were rightly defendant MCI's responsibility. Defendant MCI defrauded AT&T in this manner by taking the following actions in conjunction with FBN America:

a. As the first step in deceptively sending the calls onto AT&T's network, defendant MCI segregated millions of minutes of high cost calls MCI's United States customers placed over MCI's network to numbers at U.S. ICOs;

b. Instead of completing these high cost customer calls and duly paying the expenses of doing so, MCI routed the calls to FBN America;

c. FBN America agreed with MCI to transfer these high-terminating-cost calls to Athena, Inc. ("Athena"), which both MCI and, upon information and belief, FBN, knew or had reason to know, was a reseller of AT&T long distance service;

d. FBN America transferred these high terminating cost MCI customer calls to Athena;

e. Defendant MCI and FBN America made and caused to be made the calls to appear as if they had originated with Athena;

f. Upon receiving the expensive customer calls from MCI via FBN America, Athena routed the MCI customer calls onto the AT&T network, whereupon the traffic commingled with millions upon millions of other calls on the AT&T network;

g. Due to the routing of the traffic and other deceptive acts, defendant MCI and FBN America deceived AT&T, and caused AT&T to be deceived, into treating the calls as having come onto the AT&T network legitimately, causing AT&T to treat the calls as if AT&T

was responsible for paying the terminating access charges, when in truth, defendant MCI was responsible for making these payments;

h. AT&T completed these calls and paid the high terminating access rates to the terminating ICOs.

88. Defendants MCI and JOHN DOES 1-20, having devised the foregoing scheme to defraud and deceive AT&T so as to cause AT&T to lose money to financially enrich defendant MCI by paying MCI's operating costs in the form of the referenced terminating access fees, and for the purpose of executing that fraud scheme, did commit and cause to be committed mail fraud in violation of the federal mail fraud statute, Title 18, United States Code, Section 1341; and wire fraud in violation of the federal wire fraud statute, Title 18, United States Code, Section 1343. For the purpose of executing the aforesaid scheme and attempting to do so, defendant MCI knowingly, intentionally, and recklessly: (a) delivered and caused to be delivered by the United States Postal Service according to the directions thereon, numerous envelopes containing correspondence, communications, and other documents relating to and in furtherance of the scheme; and (b) transmitted and caused to be transmitted, by means of wire or radio communications in interstate and foreign commerce, writings, signs, signals, pictures or sounds, relating to and in furtherance of the scheme.

Racketeering Act No. 2

**2001 Routing Scheme
Involving Third-Party Telecommunications Carrier:
FBN America of Coplay, PA**

89. In or about 2001, defendant MCI combined with FBN America to employ a variety of practices designed to deceive and trick AT&T into paying MCI's operating costs for

millions of minutes of calls MCI's customers placed over MCI's network, i.e., the terminating access charges associated with those calls.

90. Defendant MCI and FBN America deceived AT&T into paying defendant MCI's operating costs, that is, the terminating access charges for millions of minutes of defendant MCI's customer calls, by routing and causing the routing of millions of minutes of calls onto AT&T's network utilizing a variety of practices and strategies designed to deceive AT&T into treating those calls as if they had legitimately entered onto AT&T's network, thereby incurring substantial expense that was rightly defendant MCI's responsibility. Defendant MCI defrauded AT&T in this manner by taking the following actions in conjunction with FBN America:

- a. As the first step in deceptively sending the calls onto AT&T's network, defendant MCI segregated millions of minutes of high cost calls MCI's United States customers placed over MCI's network to numbers at U.S. ICOs;
- b. Instead of completing these high cost customer calls and duly paying the expenses of doing so, MCI routed the calls to FBN America;
- c. FBN America agreed with MCI to transfer these high-terminating-cost calls to Hertz Technologies, Inc. ("Hertz"), which both MCI and, upon information and belief, FBN America knew or had reason to know, was a reseller of AT&T long distance service;
- d. FBN America transferred these high terminating cost MCI customer calls to Hertz via direct private lines;
- e. The transferred calls included calls for which the calling party number information had been removed;

f. Defendant MCI and FBN America made and caused to be made the calls to appear as if they had originated with Hertz;

g. Upon receiving the expensive customer calls from MCI via FBN America, Hertz routed the MCI customer calls onto the AT&T network, whereupon the traffic commingled with millions upon millions of other calls on the AT&T network;

h. Due to the routing of the traffic and other deceptive acts, defendant MCI and FBN America deceived AT&T, and caused AT&T to be deceived, into treating the calls as having come onto the AT&T network legitimately, causing AT&T to treat the calls as if AT&T was responsible for paying the terminating access charges, when in truth, defendant MCI was responsible for making these payments;

i. AT&T completed these calls and paid the high terminating access rates to the terminating ICOs.

91. Defendants MCI and JOHN DOES 1-20, having devised the foregoing scheme to defraud and deceive AT&T so as to cause AT&T to lose money to financially enrich defendant MCI by paying MCI's operating costs in the form of the referenced terminating access fees, and for the purpose of executing that fraud scheme, did commit and cause to be committed mail fraud in violation of the federal mail fraud statute, Title 18, United States Code, Section 1341; and wire fraud in violation of the federal wire fraud statute, Title 18, United States Code, Section 1343. For the purpose of executing the aforesaid scheme and attempting to do so, defendant MCI knowingly, intentionally, and recklessly: (a) delivered and caused to be delivered by the United States Postal Service according to the directions thereon, numerous envelopes containing correspondence, communications, and other documents relating to and in furtherance of the scheme; and (b) transmitted and caused to be transmitted, by means of wire or

radio communications in interstate and foreign commerce, writings, signs, signals, pictures or sounds, relating to and in furtherance of the scheme.

Racketeering Act No. 3

**2002-03 Routing Scheme
Involving Third Party Telecommunications Carrier:
Defendant ONVOY**

92. The allegations of Count One (and the rest of this Complaint) are realleged and incorporated here.

93. Defendant MCI, having knowingly and intentionally devised the foregoing scheme to defraud and deceive AT&T for the purpose of causing AT&T to lose money to financially enrich defendant MCI by paying MCI's operating costs in the form of the referenced terminating access fees and by assisting MCI to compete against AT&T, and for the purpose of executing that fraud scheme, did commit and cause to be committed mail fraud in violation of the federal mail fraud statute, Title 18, United States Code, Section 1341; and wire fraud in violation of the federal wire fraud statute, Title 18, United States Code, Section 1343. For the purpose of executing the aforesaid scheme and attempting to do so, defendants knowingly, intentionally, and recklessly: (a) delivered and caused to be delivered by the United States Postal Service according to the directions thereon, numerous envelopes containing correspondence, communications, and other documents relating to and in furtherance of the scheme; and (b) transmitted and caused to be transmitted, by means of wire or radio communications in interstate and foreign commerce, writings, signs, signals, pictures or sounds, relating to and in furtherance of the scheme.

94. As a direct and proximate result of the foregoing violation of 18 U.S.C. §§ 1962(a) by defendant MCI, AT&T has suffered substantial damages to its business and property.

95. As a consequence of this injury to AT&T's business or property, AT&T is entitled to recover threefold the damages it has sustained and the cost of this suit, including reasonable attorneys' fees.

WHEREFORE, AT&T hereby demands judgment against defendants MCI and ONVOY, including the following relief for damages incurred and suffered on and after July 21, 2002:

- (a) Money damages to be proven at trial, but not less than \$10 million;
- (b) Treble damages;
- (c) All costs and attorney's fees AT&T incurred;
- (d) Injunctive relief enjoining defendants from continuing their scheme to shift MCI's access costs from MCI onto AT&T; and
- (e) Such further relief as this Court deems appropriate and just.

COUNT FOUR

Trespass to Chattels

(Against both Defendants)

96. AT&T restates and realleges the preceding paragraphs as if fully stated herein.

97. MCI and ONVOY, along with other intermediaries, directly, indirectly, intentionally and without authorization, repeatedly used or intermeddled with AT&T's property by routing calls with high-cost terminating access fees on to AT&T's telephone network.

98. In so doing, MCI and ONVOY intentionally, knowingly, and wrongfully caused harm to AT&T and its business by, among other things, requiring AT&T to pay millions of dollars in terminating access fees that it should not have been required to pay.

99. As a result of the defendants' conduct, AT&T has suffered substantial financial damages.

WHEREFORE, AT&T hereby demands judgment against defendants MCI and ONVOY, including the following relief for damages incurred and suffered on and after July 21, 2002:

- (a) Money damages to be proven at trial, but not less than \$10 million;
- (b) All costs and attorney's fees AT&T incurred;
- (c) Injunctive relief enjoining defendants from continuing their scheme to shift MCI's access costs from MCI onto AT&T; and
- (d) Such further relief as this Court deems appropriate and just.

COUNT FIVE

Unjust Enrichment

(Against both Defendants)

100. AT&T restates and realleges the preceding paragraphs as if fully stated herein.

101. Defendants MCI and ONVOY knowingly, intentionally, and recklessly implemented the Canadian Gateway Project to shift MCI's high terminating access costs from MCI onto AT&T to their own benefit and to AT&T's detriment.

102. Defendant MCI benefited by the artificial reduction in operating expenses by deceptively shifting those charges to AT&T. Defendant MCI also benefited by using the scheme to support price points in competition with AT&T, causing customers to shift to MCI from AT&T. And, in some cases, MCI benefited by its theft of revenue from AT&T, which occurred when defendant MCI received terminating access fees directly from AT&T when MCI routed to AT&T MCI customer calls to locations within a local exchange MCI owned and operated.

103. Defendant ONVOY conspired with MCI and served an essential role in the success of the Canadian Gateway Project. Upon information and belief, defendant ONVOY benefited when defendant MCI made substantial payments to ONVOY for its participation in this scheme.

104. Defendants MCI and ONVOY unjustly retained the foregoing benefits, and others, to the detriment of AT&T, as a result of their own wrongful conduct, in violation of fundamental principles of justice, equity, and good conscience, and in circumstances that would make it inequitable for defendants MCI and ONVOY to retain these benefits without reimbursing AT&T for the value they received.

WHEREFORE, AT&T hereby demands judgment against defendants MCI and ONVOY, including the following relief for damages incurred and suffered on and after July 21, 2002:

- (a) Money damages to be proven at trial, but not less than \$10 million;
- (b) All costs and attorney's fees AT&T incurred;
- (c) Injunctive relief enjoining defendants from continuing their scheme to shift MCI's access costs from MCI onto AT&T; and
- (d) Such further relief as this Court deems appropriate and just.

COUNT SIX

Civil Conspiracy

(Against both Defendants)

105. AT&T restates and realleges the preceding paragraphs as if fully stated herein.

106. At all relevant times herein, defendants MCI and ONVOY, along with other intermediaries, and defendants JOHN DOE 1-20, directly and indirectly, individually and

collectively, acted in concert and conspired to accomplish the unlawful goals of defrauding AT&T and of wrongfully shifting high termination access costs from MCI to AT&T.

107. Throughout the time relevant to this Complaint and as alleged elsewhere in this Complaint, defendants MCI and ONVOY, along with other intermediaries, and defendant JOHN DOES 1-20, knowingly, intentionally, and recklessly combined, conspired, and agreed to defraud AT&T by virtue of the scheme and actions alleged in this Complaint.

108. Throughout the time relevant to this Complaint, defendants MCI and ONVOY, along with other intermediaries, knowingly, intentionally, and recklessly combined, conspired, and agreed to make and cause to be made false and misleading statements and omissions as to the point of origin (i.e., the United States) and originating long-distance carrier (i.e., MCI) of MCI's high terminating access cost calls.

109. Throughout the time relevant to this Complaint, defendants MCI and ONVOY, along with other intermediaries, knowingly, intentionally, and recklessly combined, conspired, and agreed falsely and fraudulently to induce AT&T and cause AT&T to be induced to pay MCI's high terminating access costs when, in fact, MCI should have paid these costs.

110. Throughout the time relevant to this Complaint, defendants MCI and ONVOY, along with other intermediaries, knowingly, intentionally, and recklessly combined, conspired, and agreed to use, and cause to be used, this improper transfer of costs to artificially reduce defendant MCI's expenses and increase those of AT&T. Defendants knew and reasonably should have known that this conduct would and did afford MCI an unfair and groundless competitive advantage over AT&T. Defendant MCI utilized this baseless competitive advantage to deceive potential customers into the belief that MCI could legitimately maintain price positions that MCI could not in fact maintain.

111. Throughout the time relevant to this Complaint, defendants MCI and ONVOY, along with other intermediaries, knowingly, intentionally, and recklessly combined, conspired, and agreed to conceal, suppress, and hide the foregoing misrepresentations and material omissions from AT&T. This concealment, suppression, and omission of material facts prevented AT&T from taking steps to limit the damage to AT&T as a result of defendants' scheme and actions.

112. Throughout the time relevant to this Complaint, defendants MCI and ONVOY committed tortious acts in furtherance of the conspiracy within the state of Virginia.

113. The wrongful acts alleged in this Complaint constitute some of the overt acts defendants MCI and ONVOY, along with other intermediaries, took in furtherance of the conspiracy.

114. As the direct and proximate result of this unlawful conspiracy, AT&T has suffered substantial harm. Accordingly, AT&T seeks an award of actual and consequential damages in an amount to be determined by the trier of fact.

115. The conspirator defendants MCI and ONVOY, along with other intermediaries, acted knowingly, intentionally, and with reckless and/or conscious disregard of the rights and interests of AT&T. Accordingly, AT&T also seeks an award of exemplary and punitive damages in an amount to be determined by the trier of fact.

WHEREFORE, AT&T hereby demands judgment against defendants MCI and ONVOY, including the following relief for damages incurred and suffered on and after July 21, 2002:

- (a) Money damages to be proven at trial, but not less than \$10 million;
- (b) Punitive damages;

- (c) All costs and attorney's fees AT&T incurred;
- (d) Injunctive relief enjoining defendants from continuing their scheme to shift MCI's access costs from MCI onto AT&T; and
- (e) Such further relief as this Court deems appropriate and just.

COUNT SEVEN

Accounting

(Against both Defendants)

116. AT&T restates and realleges the preceding paragraphs as if fully stated herein.

117. Because of the vast number of minutes of telephone traffic that AT&T received from Canada during the relevant time period and because of the fact that that AT&T cannot for a substantial amount of the traffic at issue determine whether the traffic originated in the U.S. and from defendant MCI, AT&T has no adequate legal remedy that will allow it determine the number of call minutes and amount of terminating access costs that defendants diverted through their scheme from defendant MCI to AT&T and its network.

118. AT&T is therefore entitled to a full accounting of the number of call minutes and amount of terminating access costs diverted from defendant MCI onto AT&T so that it can assess the full scope of the fraud against it and ascertain its damages as a result of this fraudulent scheme.

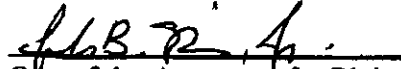
WHEREFORE, AT&T hereby demands judgment against defendants MCI and ONVOY, including the following relief:

- (a) a full accounting of the number of call minutes and amount of terminating access costs diverted from defendant MCI onto AT&T; and
- (b) Such further relief as this Court deems appropriate and just.

JURY DEMAND

AT&T hereby requests a jury trial on all issues and claims.

Date: September 2, 2003



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CERTIFICATE OF SERVICE

I, Sherry L. Schunemann, do hereby certify that a copy of the foregoing "Second Supplement to Petition to Deny Transfer of Licenses, Authorizations, and Certifications of WorldCom, Inc." was mailed by First Class U S. Mail, postage prepaid or via email, this 11th day of September, 2003, to the following:

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